

David L. Wallach (State Bar No. 233432)
dwallach@jonesday.com

JONES DAY
555 California Street
San Francisco, CA 94105
Telephone: (415) 626-3939
Facsimile: (415) 875-5700

Of Counsel
Cindy W. Andrew (TX State Bar No. 00796128)
candrew@jonesday.com
JONES DAY

2727 North Harwood Street
Dallas, TX 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100

Attorneys for Defendant
EXPERIAN INFORMATION SOLUTIONS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EMELIA M. PASTERNAK

Plaintiff,

v.

**TRANS UNION, LLC, EXPERIAN
INFORMATION SOLUTIONS, INC.,
EQUIFAX INFORMATION SERVICES,
LLC, and CAPITAL ONE BANK, a
national association**

Defendant.

Case No. C-07-4980MJJ

**EXPERIAN INFORMATION
SOLUTIONS, INC.'S ANSWER TO
FIRST AMENDED COMPLAINT
AND AFFIRMATIVE DEFENSES**

(Fair Credit Reporting Act
15 USC § 1681 *et seq.*)

Defendant Experian Information Solutions, Inc. ("Experian") files its Answer and Affirmative Defenses to Plaintiff's First Amended Complaint ("Complaint") filed by Emelia M. Pasternak as follows:

1. In response to the averments contained in paragraph 1 of the Complaint, Experian admits that plaintiff's action is brought pursuant to the FCRA and that plaintiffs brings claims against other defendants pursuant to the Fair Debt Collection Practices Act and state law.

1 Furthermore, Experian admits that this Court has subject matter jurisdiction over this matter.
2 Experian, however, expressly denies that it is liable to plaintiff or that plaintiff is in any way
3 entitled to relief from Experian. Experian lacks the knowledge or information sufficient to form a
4 belief as to the truth or falsity of the other averments that purport to apply to plaintiff, and on that
5 basis, denies those averments. Experian denies the remaining averments of paragraph 1.

6 2. In response to the averments contained in paragraph 2 of the Complaint, Experian
7 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
8 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,
9 denies those other averments. Experian denies the remaining averments of paragraph 2.

10 3. In response to the averments contained in paragraph 3 of the Complaint, Experian
11 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
12 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,
13 denies those other averments. Experian denies the remaining averments of paragraph 3.

14 4. In response to the averments contained in paragraph 4 of the Complaint, Experian
15 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
16 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,
17 denies those other averments. Experian denies the remaining averments of paragraph 4.

18 5. In response to the averments contained in paragraph 5 of the Complaint, Experian
19 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
20 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,
21 denies those other averments. Experian denies the remaining averments of paragraph 5.

22 6. In response to the averments contained in paragraph 6 of the Complaint, Experian
23 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
24 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,
25 denies those other averments. Experian denies the remaining averments of paragraph 6.

26 7. In response to the averments contained in paragraph 7 of the Complaint, Experian
27 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
28 the other averments that purport to apply to plaintiffs and/or other defendants and, on that basis,

denies those other averments. Experian denies the remaining averments of paragraph 7.

8. In response to the averments contained in paragraph 8 of the Complaint, Experian admits that plaintiff is a “consumer” as that term is defined by the FCRA. Experian lacks knowledge or information concerning plaintiff’s residency and, on that basis, denies those averments. Experian denies the remaining averments contained in paragraph 8 of the Complaint.

9. In response to the averments contained in paragraph 9 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth or falsity of the averments that purport to apply to other defendants and, on that basis, denies those averments. Experian denies the remaining averments contained in paragraph 9 of the Complaint.

10. In response to the averments contained in paragraph 10 of the Complaint, Experian admits that it is an Ohio corporation that is authorized to do, and is doing, business in the State of California. Experian admits that it is a consumer reporting agency as defined in the FCRA and as such, receives credit information and other information on consumers for the purpose of furnishing consumer reports to third parties as defined by the FCRA. Experian denies the remaining averments of paragraph 10.

11. In response to the averments contained in paragraph 11 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth or falsity of the averments that purport to apply to other defendants and, on that basis, denies those averments. Experian denies the remaining averments contained in paragraph 11 of the Complaint

12. In response to the averments contained in paragraph 12 of the Complaint, Experian objects to being referenced collectively as the “CRA defendants.” Experian denies the remaining averments contained in paragraph 12 of the Complaint.

13. In response to the averments contained in paragraph 13 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth or falsity of the averments that purport to apply to other defendants and, on that basis, denies those averments. Experian admits that it receives consumer data from Capital One. Experian denies the remaining averments contained in paragraph 13 of the Complaint.

1 14. In response to the averments contained in paragraph 14 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to other defendants and, on that basis, denies those averments.
4 Experian denies the remaining averments contained in paragraph 14 of the Complaint.

5 15. Paragraph 15 of the Complaint does not require an answer because it does not
6 contain any factual allegations. To the extent an answer is required, Experian denies the
7 averments contained in paragraph 15 of the Complaint.

8 16. In response to the averments contained in paragraph 16 of the Complaint, Experian
9 states that the FCRA speaks for itself. Experian denies the remaining averments contained in
10 paragraph 16 of the Complaint.

11 17. In response to the averments contained in paragraph 17 of the Complaint, Experian
12 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
13 averments that purport to apply to plaintiff, third parties, and/or other defendants and, on that
14 basis, denies those averments. Experian denies the remaining averments contained in
15 paragraph 17 of the Complaint.

16 18. In response to the averments contained in paragraph 18 of the Complaint, Experian
17 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
18 averments that purport to apply to plaintiff, third parties, and/or other defendants and, on that
19 basis, denies those averments. Experian denies the remaining averments contained in
20 paragraph 18 of the Complaint.

21 19. In response to the averments contained in paragraph 19 of the Complaint, Experian
22 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
23 averments that purport to apply to plaintiff, third parties, and/or other defendants and, on that
24 basis, denies those averments. Experian denies the remaining averments contained in
25 paragraph 19 of the Complaint.

26 20. In response to the averments contained in paragraph 20 of the Complaint, Experian
27 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
28 averments that purport to apply to other defendants and/or third parties and, on that basis, denies

1 those averments. Experian further states that it has not yet completed its investigation with regard
2 to its reporting of plaintiff's credit information. Therefore, Experian is without knowledge or
3 information sufficient to form a belief as to the truth or the falsity of the averments that purport to
4 apply to plaintiff's credit report and, on that basis, denies those averments. Experian denies the
5 remaining averments of paragraph 20.

6 21. In response to the averments contained in paragraph 21 of the Complaint, Experian
7 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
8 averments that purport to apply to the other defendants and, on that basis, denies those averments.
9 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
10 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
11 any other relief whatsoever against Experian. Experian denies the remaining averments of
12 paragraph 21.

13 22. In response to the averments contained in paragraph 22 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to plaintiffs and/or other defendants and, on that basis, denies
16 those averments. Experian expressly denies that it violated the FCRA, either negligently or
17 intentionally. Furthermore, Experian denies that plaintiff is entitled to any relief sought in the
18 Complaint or to any other relief whatsoever against Experian. Experian denies the remaining
19 averments of paragraph 22.

20 23. In response to the averments contained in paragraph 23 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to the other defendants and, on that basis, denies those averments.
23 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
24 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
25 any other relief whatsoever against Experian. Experian denies the remaining averments contained
26 in paragraph 23 of the Complaint.

27 24. In response to the averments contained in paragraph 24 of the Complaint, Experian
28 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the

1 averments that purport to apply to the other defendants and, on that basis, denies those averments.
2 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
3 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
4 any other relief whatsoever against Experian. Experian denies the remaining averments contained
5 in paragraph 24 of the Complaint.

6 25. In response to the averments contained in paragraph 25 of the Complaint, Experian
7 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
8 averments that purport to apply to the other defendants and, on that basis, denies those averments.
9 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
10 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
11 any other relief whatsoever against Experian. Experian denies the remaining averments contained
12 in paragraph 25 of the Complaint.

13 26. In response to the averments contained in paragraph 26 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to the other defendants and, on that basis, denies those averments.
16 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
17 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
18 any other relief whatsoever against Experian. Experian denies the remaining averments contained
19 in paragraph 26 of the Complaint.

20 27. In response to the averments contained in paragraph 27 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to the other defendants and, on that basis, denies those averments.
23 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
24 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
25 any other relief whatsoever against Experian. Experian denies the remaining averments contained
26 in paragraph 27 of the Complaint.

27 28. Paragraph 28 of the Complaint does not require an answer because it does not
28 include any factual averments. To the extent an answer is required, Experian denies the

1 averments in paragraph 28.

2 29. In response to the averments contained in paragraph 29 of the Complaint, Experian
3 states that the FCRA speaks for itself. Experian denies the remaining averments contained in
4 paragraph 29 of the Complaint.

5 30. In response to the averments contained in paragraph 30 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to third parties and, on that basis, denies those averments.
8 Experian further states that it has not yet completed its investigation with regard to its reporting of
9 plaintiff's credit information. Therefore, Experian is without knowledge or information sufficient
10 to form a belief as to the truth or the falsity of the averments that purport to apply to plaintiff's
11 credit report and, on that basis, denies those averments. Experian denies the remaining averments
12 of paragraph 30.

13 31. In response to the averments contained in paragraph 31 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to the other defendants and, on that basis, denies those averments.
16 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
17 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
18 any other relief whatsoever against Experian. Experian denies the remaining averments contained
19 in paragraph 31 of the Complaint.

20 32. In response to the averments contained in paragraph 32 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to the other defendants and, on that basis, denies those averments.
23 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
24 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
25 any other relief whatsoever against Experian. Experian denies the remaining averments contained
26 in paragraph 32 of the Complaint.

27 33. In response to the averments contained in paragraph 33 of the Complaint, Experian
28 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the

1 averments that purport to apply to the other defendants and, on that basis, denies those averments.
2 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
3 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
4 any other relief whatsoever against Experian. Experian denies the remaining averments contained
5 in paragraph 33 of the Complaint.

6 34. In response to the averments contained in paragraph 34 of the Complaint, Experian
7 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
8 averments that purport to apply to the other defendants and, on that basis, denies those averments.
9 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
10 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
11 any other relief whatsoever against Experian. Experian denies the remaining averments contained
12 in paragraph 34 of the Complaint.

13 35. In response to the averments contained in paragraph 35 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to the other defendants and, on that basis, denies those averments.
16 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
17 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
18 any other relief whatsoever against Experian. Experian denies the remaining averments contained
19 in paragraph 35 of the Complaint.

20 36. In response to the averments contained in paragraph 36 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to the other defendants and, on that basis, denies those averments.
23 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
24 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
25 any other relief whatsoever against Experian. Experian denies the remaining averments contained
26 in paragraph 36 of the Complaint.

27 37. In response to the averments contained in paragraph 37 of the Complaint, Experian
28 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the

1 averments that purport to apply to the other defendants and, on that basis, denies those averments.
2 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
3 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
4 any other relief whatsoever against Experian. Experian denies the remaining averments contained
5 in paragraph 37 of the Complaint.

6 38. Paragraph 38 of the Complaint does not require an answer because it does not
7 include any factual averments. To the extent an answer is required, Experian denies the
8 averments of paragraph 38.

9 39. In response to the averments contained in paragraph 39 of the Complaint, Experian
10 states that the FCRA speaks for itself. Experian denies the remaining averments contained in
11 paragraph 39 of the Complaint.

12 40. In response to the averments contained in paragraph 40 of the Complaint, Experian
13 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
14 averments that purport to apply to the other defendants and, on that basis, denies those averments.
15 Experian further states that to the extent the averment suggests that Experian negligently or
16 intentionally permitted false credit information to be included in plaintiff's credit file, Experian
17 denies the averment. Experian denies the remaining averments of paragraph 40.

18 41. In response to the averments contained in paragraph 41 of the Complaint, Experian
19 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
20 averments that purport to apply to the other defendants and, on that basis, denies those averments.
21 Experian further states that to the extent the averment suggests that Experian negligently or
22 intentionally permitted false credit information to be included in plaintiff's credit file, Experian
23 denies the averment. Experian denies the remaining averments of paragraph 41.

24 42. In response to the averments contained in paragraph 42 of the Complaint, Experian
25 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
26 averments that purport to apply to the other defendants and, on that basis, denies those averments.
27 Experian further states that to the extent the averment suggests that Experian negligently or
28 intentionally permitted false credit information to be included in plaintiff's credit file, Experian

1 denies the averment. Experian denies the remaining averments of paragraph 42.

2 43. In response to the averments contained in paragraph 43 of the Complaint, Experian
3 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
4 averments that purport to apply to the other defendants and, on that basis, denies those averments.
5 Experian further states that to the extent the averment suggests that Experian negligently or
6 intentionally permitted false credit information to be included in plaintiff's credit file, Experian
7 denies the averment. Experian denies the remaining averments of paragraph 43.

8 44. In response to the averments contained in paragraph 44 of the Complaint, Experian
9 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
10 averments that purport to apply to other defendants and, on that basis, denies those averments.
11 Experian further states that to the extent the averment suggests that Experian negligently or
12 intentionally permitted false credit information to be included in plaintiff's credit file, Experian
13 denies the averment. Experian denies the remaining averments of paragraph 44.

14 45. In response to the averments contained in paragraph 45 of the Complaint, Experian
15 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
16 averments that purport to apply to other defendants and, on that basis, denies those averments.
17 Experian denies the remaining averments of paragraph 45.

18 46. In response to the averments contained in paragraph 46 of the Complaint, Experian
19 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
20 averments that purport to apply to other defendants and, on that basis, denies those averments.
21 Experian denies the remaining averments of paragraph 46.

22 47. In response to the averments contained in paragraph 47 of the Complaint, Experian
23 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
24 averments that purport to apply to other defendants and, on that basis, denies those averments.
25 Experian denies the remaining averments of paragraph 47.

26 48. Paragraph 48 of the Complaint does not require an answer because it does not
27 include any factual averments. To the extent an answer is required, Experian denies the
28 averments of paragraph 48.

1 49. In response to the averments contained in paragraph 49 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to other defendants and, on that basis, denies those averments.
4 Experian denies the remaining averments of paragraph 49.

5 50. In response to the averments contained in paragraph 50 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to other defendants and, on that basis, denies those averments.
8 Experian denies the remaining averments of paragraph 50.

9 51. In response to the averments contained in paragraph 51 of the Complaint, Experian
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
11 averments that purport to apply to other defendants and, on that basis, denies those averments.
12 Experian denies the remaining averments of paragraph 51.

13 52. In response to the averments contained in paragraph 52 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
16 averments. Experian denies the remaining averments of paragraph 52.

17 53. In response to the averments contained in paragraph 53 of the Complaint, Experian
18 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
19 averments that purport to apply to other defendants and, on that basis, denies those averments.
20 Experian denies the remaining averments of paragraph 53.

21 54. In response to the averments contained in paragraph 54 of the Complaint, Experian
22 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
23 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
24 averments. Experian denies the remaining averments of paragraph 54.

25 55. In response to the averments contained in paragraph 55 of the Complaint, Experian
26 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
27 averments that purport to apply to other defendants and, on that basis, denies those averments.
28 Experian denies the remaining averments of paragraph 55.

1 56. In response to the averments contained in paragraph 56 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to plaintiff and, on that basis, denies those averments. Experian
4 denies the remaining averments of paragraph 56.

5 57. In response to the averments contained in paragraph 57 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to other defendants and, on that basis, denies those averments.
8 Experian denies the remaining averments of paragraph 57.

9 58. In response to the averments contained in paragraph 58 of the Complaint, Experian
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
11 averments that purport to apply to plaintiff and unnamed third parties and, on that basis, denies
12 those averments. Experian denies the remaining averments of paragraph 58.

13 59. In response to the averments contained in paragraph 59 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to plaintiff and, on that basis, denies those averments. Experian
16 denies the remaining averments of paragraph 59.

17 60. In response to the averments contained in paragraph 60 of the Complaint, Experian
18 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
19 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
20 averments. Experian denies the remaining averments of paragraph 60.

21 61. In response to the averments contained in paragraph 61 of the Complaint, Experian
22 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
23 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
24 averments. Experian denies the remaining averments of paragraph 61.

25 62. In response to the averments contained in paragraph 62 of the Complaint, Experian
26 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
27 averments that purport to apply to other defendants and, on that basis, denies those averments.
28 Experian denies the remaining averments of paragraph 62.

1 63. In response to the averments contained in paragraph 63 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
4 averments. Experian denies the remaining averments of paragraph 63.

5 64. In response to the averments contained in paragraph 64 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
8 averments. Experian denies the remaining averments of paragraph 64.

9 65. In response to the averments contained in paragraph 65 of the Complaint, Experian
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
11 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
12 averments. Experian denies the remaining averments of paragraph 65.

13 66. In response to the averments contained in paragraph 66 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to other defendants and, on that basis, denies those averments.
16 Experian denies the remaining averments of paragraph 66.

17 67. In response to the averments contained in paragraph 67 of the Complaint, Experian
18 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
19 averments that purport to apply to other defendants and, on that basis, denies those averments.
20 Experian denies the remaining averments of paragraph 67.

21 68. In response to the averments contained in paragraph 68 of the Complaint, Experian
22 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
23 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
24 averments. Experian denies the remaining averments of paragraph 68.

25 69. In response to the averments contained in paragraph 69 of the Complaint, Experian
26 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
27 averments that purport to apply to plaintiff, third parties or other defendants and, on that basis,
28 denies those averments. Experian denies the remaining averments of paragraph 69.

1 70. In response to the averments contained in paragraph 70 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to plaintiff, third parties or other defendants and, on that basis,
4 denies those averments. Experian denies the remaining averments of paragraph 70.

5 71. In response to the averments contained in paragraph 71 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to plaintiff or other defendants and, on that basis, denies those
8 averments. Experian denies the remaining averments of paragraph 71.

9 72. In response to the averments contained in paragraph 72 of the Complaint, Experian
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
11 averments that purport to apply to plaintiff, third parties or other defendants and, on that basis,
12 denies those averments. Experian denies the remaining averments of paragraph 72.

13 73. In response to the averments contained in paragraph 73 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to plaintiff, third parties or other defendants and, on that basis,
16 denies those averments. Experian denies the remaining averments of paragraph 73.

17 74. In response to the averments contained in the unnumbered paragraph beginning
18 “Wherefore” and each of its subparts, Experian denies that plaintiff is entitled to any relief sought
19 in the Complaint or to any other relief whatsoever against Experian. Experian denies the
20 remaining averments of these unnumbered paragraphs.

21 **AFFIRMATIVE DEFENSES**

22 75. In addition to the responses to the individual paragraphs above, Experian further
23 pleads the following affirmative defenses.

24 **FIRST DEFENSE**

25 76. As an affirmative defense, Experian states that the injuries and damages allegedly
26 sustained by plaintiff were directly and proximately caused by the acts of others, including the
27 alleged “Imposter.”
28

SECOND DEFENSE

77. As an affirmative defense, Experian states that plaintiff's rights of recovery are barred by the doctrines of waiver, estoppel or laches and by the statute of limitations as set out in 15 U.S.C. §1681p, and any other applicable statute of limitations.

THIRD DEFENSE

78. As an affirmative defense, Experian states that plaintiff's claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

FOURTH DEFENSE

79. As an affirmative defense, Experian states that plaintiff's rights of recovery based upon any alleged action or proceeding under state or common law are barred pursuant to 15 U.S.C. §1681h(e).

FIFTH DEFENSE

80. As an affirmative defense, Experian states that all or part of the damages allegedly suffered by plaintiffs in this action were caused by plaintiff's failure to mitigate damages as required by law.

SIXTH DEFENSE

81. As an affirmative defense, Experian states that plaintiff is barred from recovery to the extent plaintiff was contributorily and/or comparatively negligent.

SEVENTH DEFENSE

82. As an affirmative defense, Experian states that the complaint fails to state a claim upon which relief can be granted to the plaintiffs and should be dismissed.

EIGHTH DEFENSE

83. As an affirmative defense, Experian states that any claims for punitive or exemplary damages violate Experian's right to due process of law under the United States and California Constitutions.

PRAYER

WHEREFORE, defendant Experian prays that plaintiff take nothing as a result of this suit, that this action be dismissed in its entirety, and that Experian be awarded all costs, including

1 reasonable attorney's fees, and other relief that the Court deems just and proper.

2
3 Dated: December 27, 2007

JONES DAY

4
5 By: /S/ David L. Wallach

6 David L. Wallach
7 California Bar No. 233432
8 JONES DAY
9 555 California Street
10 San Francisco, CA 94105
11 Telephone: (415) 626-3939
12 Facsimile: (415) 875-5700
13 dwallach@jonesday.com

14 Cindy W. Andrew
15 Of Counsel
16 Texas Bar No. 00796128
17 JONES DAY
18 2727 North Harwood Street
19 Dallas, Texas 75201-1515
20 Telephone: (214) 220-3939
21 Facsimile: (214) 969-5100
22 candrew@jonesday.com

23 Attorneys for Defendant
24 EXPERIAN INFORMATION SOLUTIONS,
25 INC.
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been served on Andrew J. Ogilvie, Kemnitzer, Anderson, Barron, Ogilvie & Brewer LLP, 445 Bush Street, 6th Floor, San Francisco, California 94108, counsel for plaintiff, and all other counsel of record via the electronic filing system this 27th day of December, 2007.

/S/ David L. Wallach
David L. Wallach

SFI-575781v1